

Contract NO. 2023-ERGS-XSTL-QT-003

**电力迁改服务合同**  
**Electric Power Relocation Service Contract**  
**Ugovor o uslugama električnog**  
**preseljenja**

Party A: SHANDONG LUQIAO GROUP CO. LTD  
OGRANAK BEOGRAD-Novi Beograd

Party B: ELECTROGROUP ITS DOO SOMBO



The Electric Power Relocation Service Contract(NO: 2023-ERGS-XSTL-QT-003) is concluded in Subotica, on 2.5.2023, between:

甲/Party A/Strana A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novı Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Represented by Mr. Wang Yong

和 And i

乙方/Party B/Strana B: ELECTROGROUP ITS DOO SOMBOR, MB: 21760072, PIB: 112882985, KOSOVSKA 48, SOMBOR. Represented by Mr. Gojko Vlaški.

为了完成匈牙利至塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境(克莱比奥)段铁路现代化与改扩建项目土建及轨道工程(NS-II 标段)项目电力迁改工作, 甲方委托乙方实施 Km175+700 1kV 电力迁改服务, 经双方协商, 达成以下协议:

In order to complete the Electric Power Relocation work of the Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia), Party A entrusts Party B to provide Km175+700 1kV Electric Power Relocation Service. After negotiation between the two parties, the following agreement is reached:

Da bi se završili radovi na premeštanju električne energije za podvožnjak Građevinska i kolosečna izgradnja (Lot NS-II) Projekat modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-Granica (Kelebija), Strana A poverava Strani B da izvrši uslugu Km175+700 1kV Služba za preseljenje elektroenergetike. Nakon pregovora dve Strane, postignut je sledeći dogovor:

## 第 1 条 合同标的

### Article 1 Subject of the Contract

#### Član 1. Predmet ugovora

1.1 作业地点: Km175+700 苏博蒂察货运站。

1.1 Work Location: Km175+700 Subotica Freight Station.

1.1 Lokacija rada: Km175+700 Teretna stanica Subotica.

1.2 作业内容: 根据塞尔维亚电力迁改相关标准及要求, 完成 Km175+700 1kV 电力迁改工作。

具体工作内容包括: 机械运输、钻孔、材料供应、PVC 管敷设、电缆连接, 以及安全、环保等所有措施。

1.2 Work description: According to the relevant standards and requirements of Serbia's electric power relocation, the Km175+700 1kV power relocation work has been completed.

The specific works includes: Mechanical transport, drilling, material supply, laying of PVC pipes, cable connections, as well as all measures for safety and environmental protection.

1.2 Opis posla: U skladu sa relevantnim standardima i zahtevima elektroenergetskog

sistema Srbije, završeni su radovi na izmeštanju električne energije Km175+700 1kV; Konkretni radovi obuhvataju: Mašinski transport, bušenje, nabavka materijala, polaganje PVC cevi, kablovskih priključaka, kao i sve mere bezbednosti i zaštite životne sredine.

### **第 3 条 服务期限**

#### **Article 3 Service Deadline**

##### **Član 3. Rok za pružanje usluga**

3.1 完成所有电力迁改及调试，并达到验收标准的期限为签订合同之日起 7 个日历天。

3.1 Complete all electric power relocation and commissioning, and the time limit for reaching the acceptance criteria is 7 calendar days from the date of signing the contract.

3.1 Izvršiti sve izmeštanje i puštanje u rad, a rok za ispunjavanje kriterijuma prihvatanja je 7 kalendarskih dana od dana potpisivanja ugovora.

3.2 为免疑义，乙方在此明确同意，不因本条规定的任何加速或其他费用的发生而以任何方式修改和/或调整合同价格。

3.2 For avoidance of any doubts, Party B hereby explicitly agrees that there will be no modifications and/or adjustment of the contract price in any manner, due to the occurrence of any acceleration or other costs under this Article.

3.2 Radi izbegavanja bilo kakvih nedoumica, Strana B se ovim izričito slaže da neće biti modifikacija i/ili prilagođavanja ugovorne cene na bilo koji način, zbog pojave bilo kakvog ubrzanja ili drugih troškova prema ovom članu.

### **第 4 条 服务价格**

#### **Article 4 Price for Electrical Installation Service**

##### **Član 4 Cena za usluge vode**

4.1 合同总价格为 590,700.00 塞尔维亚第纳尔，不含增值税，增值税应根据塞尔维亚增值税法计算，适用的税率为 0%，由此可计算出含增值税的价格为 590,700.00 塞尔维亚第纳尔。

4.1 The total contract price is 590,700.00 Serbian Dinars, excluding VAT. The VAT shall be calculated in accordance with the Serbian VAT Law, and the applicable tax rate is 0%. From this, the price including VAT can be calculated to be 590,700.00 Serbian Dinars.

4.1 Ukupna cena ugovora je 590.700,00 dinara, bez PDV-a. PDV se obračunava u skladu sa Zakonom o PDV-u Republike Srbije, a primenjiva poreska stopa je 0%. Od toga se može izračunati cena sa PDV-om od 590.700,00 dinara.

4.2 合同价格是固定不变的，合同总价包含完成本电力迁改服务的全部费用，包括设备材料费、人工费、运输费、燃油费等与完成此项工作有关的全部费用。

4.2 The contract price is fixed, The total contract price includes the full cost of completing this Electric Power Relocation Service, Including the equipment and material fee, workers' fee, transportation fee, fuel fee, etc., and all costs related to the completion of this work.

4.2 Ugovorna cena je fiksna, ukupna ugovorna cena uključuje punu cenu izvršenja ove elektroinstalacijske usluge, uključujući naknade za opremu i materijal, naknadu za rad, naknadu za prevoz, naknadu za gorivo itd. i sve troškove vezane za završetak ovog posla.

4.3 除增值税外，甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

4.3 Except for VAT, Party A is not obliged to pay any taxes to Party B, regardless of whether any changes in taxes occur during the performance of the subcontract, even if these taxes are related to the works.

4.3 Osim PDV-a, Strana A nije u obavezi da plati bilo kakve poreze Strani B, bez obzira da li je došlo do bilo kakvih promena u porezima tokom izvođenja podugovora, čak i ako se ovi porezi odnose na radove.

## **第 5 条 付款**

### **Article 5 Payment**

#### **Član 5. Plaćanje**

5.1 预付款为合同额 50%，即 295,350.00 第纳尔。在签署本合同后 7 天内支付。

5.1 The advance payment is 50% of the contract amount, namely 295,350.00 dinars. Payment within 7 days after signing this contract.

5.1 Akontacija iznosi 50% od iznosa ugovora, odnosno 295.350,00 dinara. Plaćanje u roku od 7 dana nakon potpisivanja ovog ugovora.

5.2 电力迁改工作全部完成，并经甲方验收合格后，甲方在 7 日内支付合同金额的 50%。

5.2 After the electric power relocation work is completed and passed the acceptance by Party A, Party A shall pay 50% of the contract amount within 7 days.

5.2 Nakon završetka radova na izmeštanju električne energije i prihvatanja od strane Strane A, Strana A će platiti 50% iznosa ugovora u roku od 7 dana.

5.3 合同双方同意，根据附件一乙方的报价文件，若其中任何一项或多项工作未实施，结算及支付时对应的金额将被扣除。

5.3 Both parties agree that, according to the offer of Party B in Annex I, if any one or more of the work is not implemented, the corresponding amount will be deducted during settlement and payment.

5.3 Obe strane su saglasne da će, prema ponudi Strane B u Aneksu I, ako se bilo koji ili više radova ne sprovede, odgovarajući iznos će biti odbijen tokom poravnanja i plaćanja.

5.4 乙方有义务提供甲方财务部门要求的相关文件（如正式发票及相关结算支付文件），若因文件提交不及时或文件错误的原因导致付款不及时，乙方应对此负责。

5.4 Party B is obliged to provide the relevant documents (such as official invoices and relevant settlement and payment documents) required by the financial department of Party A. If the payment is not timely due to the delayed submission of documents or the wrong documents, Party B shall be responsible for this.

5.4 Strana B je obavezna da obezbedi relevantne dokumente (kao što su zvanične fakture i relevantna dokumenta za poravnanje i plaćanje) koje zahteva finansijsko odeljenje Strane A. Ukoliko plaćanje nije blagovremeno zbog kašnjenja u podnošenju dokumenata ili pogrešnih dokumenata, za to je odgovorna Strana B.

5.5 乙方的银行帐号为 325-9500700192148-28, OTP BANKA SRBIJA, AD, NOVI SAD.

5.5 The bank account number of Party B is 325-9500700192148-28, OTP BANKA SRBIJA, AD, NOVI SAD.

5.5 Broj bankovnog računa Stranke B je 325-9500700192148-28, OTP BANKA SRBIJA, AD, NOVI SAD.

#### **第 6 条 甲方权利和义务**

##### **Article 6 Rights and Obligations of Party A**

###### **Član 6. Prava i obaveze Stranke A**

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督检查，并督促乙方纠正自身对成本工作不利的错误行为（若有）。

6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the Construction safety situation, And urge Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

6.1 Da bi se posao završio po planu, bezbedno i kvalitetno, Strana A ima pravo da vrši nadzor i proveru statusa završetka radova, kvaliteta materijala i opreme, kao i stanja bezbednosti u izgradnji, I poriv stranku B da ispravi svoje pogrešno ponašanje (ako ga ima) koje ne doprinosi završetku ovog posla.

6.2 甲方有义务按照本合同规定，及时且全额向乙方支付服务费用。

6.2 Party A is obliged to pay Party B the service fee in full and in a timely manner in accordance with this contract.

6.2 Strana A je u obavezi da plati Strani B naknadu za uslugu u potpunosti i blagovremeno u skladu sa ovim ugovorom.

6.3 如果乙方违反本合同项下的任何义务，甲方有义务进行提醒及警告，若提醒后三天内仍未整改，甲方有权向乙方发出书面终止通知并终止本合同，因此原因终止合同导致的损失由乙方承担。

6.3 If Party B breaches any obligations under this contract, Party A is obliged to remind and warn, if the rectification is not made within three days after the reminder, Party A has the right to issue a written termination notice to Party B and terminate this contract, and Party B shall be responsible for the losses caused by the termination of the contract.

6.3 Ako Strana B prekrši bilo koju obavezu iz ovog ugovora, Strana A je dužna da podseti i upozori,

ako se ispravka ne izvrši u roku od tri dana nakon opomene, Strana A ima pravo da izda pismeno obaveštenje o raskidu Strani B i raskine ovaj ugovor, a Strana B je odgovorna za gubitke prouzrokovane raskidom ugovora.

#### **第 7 条 乙方权利和义务**

##### **Article 7 Rights and Obligations of Party B**

###### **Član 7. Prava i obaveze Stranke B**

7.1 为如期完成电力迁改工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。

7.1 In order to complete the electric power relocation work on schedule, Party B is

obliged to invest enough personnel and necessary working equipment to perform this work.

7.1 Da bi se posao izmeštanja elektroenergetike obavio u predviđenom roku, Strana B je dužna da uloži dovoljno osoblja i neophodne radne opreme za obavljanje ovog posla.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。

7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.2 Strana B je dužna da smatra interese Strane A svojim sopstvenim i da preduzme odgovarajuće radnje, uključujući pružanje profesionalnih i razumnih sugestija, mišljenja ili primedbi, itd.

7.3 乙方在执行电力迁改工作期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of electric power relocation work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

7.3 Strana B je dužna da o svom trošku preduzme i sprovede sve neophodne zdravstvene i bezbednosne mere za svoje zaposlene tokom izmeštanja elektroenergetike; Pored toga, ako dođe do bilo kakvog sigurnosnog udesa tokom izvođenja radova, odgovornost za bezbednosni udes i gubitke iz toga snosi Strana B.

7.4 乙方有义务按照塞尔维亚共和国相关专业规则、法律、技术标准、技术规范执行本工作。

7.4 Party B is obliged to perform this work in accordance with the relevant professional rules, laws, technical standards and technical specifications of the Republic of Serbia.

7.4 Strana B je dužna da ovaj posao obavlja u skladu sa relevantnim profesionalnim pravilima, zakonima, tehničkim standardima i tehničkim specifikacijama Republike Srbije.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。

7.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

7.4 Strana B je odgovorna za bilo kakvu štetu (Ako je izazvana od strane Stranke B) prouzrokovanu Delu A, INVESTITORU ili trećim licima. Troškove štete snose deo B.

7.5 本工作全部完成后，乙方有义务移交/备份本工作相关的技术文件交予甲方。

7.5 After the completion of this work, Party B is obliged to hand over/back up the technical documents to Party A which are related to this work.

7.5 Nakon završetka ovog posla, Strana B je dužna da preda/napravi rezervnu kopiju

tehničke dokumentacije Strani A koja se odnosi na ovaj posao.

## **第 8 条 其他**

### **Article 8 Miscellaneous Agreement**

#### **Član 8. Razni sporazum**

8.1 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。

8.1 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

8.1 U toku izvođenja posla, ako Strana A promeni ili ažurira plan, bez povećanja obima posla ili kršenja zakona, Strana B će bezuslovno sarađivati sa Stranom A kako bi se plan projekta mogao što bolje realizovati.

8.2 对于本合同未提供的所有内容，将适用《规划 and 建设法》，《义务法》，《建筑特殊规定》以及其他规范该领域的法律规定。

8.2 For everything that is not provided by this contract, the provisions of the Law on Planning and Construction, the Law on Obligations, Special Customs on Construction and other legal regulations that regulate this area, will apply.

8.2 Za sve što nije predviđeno ovim ugovorom, primenjivaće se odredbe Zakona o planiranju i izgradnji, Zakona o obligacionim odnosima, Posebnih običaja u izgradnji i drugih zakonskih propisa koji regulišu ovu oblast.

8.3 本合同及其附件应视为双方的完整协议，将取代本合同签订前的任何口头或书面协议、理解和沟通，若附件与本合同条款存在不一致，本合同的合同条款具有优先解释权。

8.3 This contract and its Annex shall be regarded as a complete agreement between the two parties, and will replace any oral or written agreement, understanding and communication before the signing of this contract. If the appendix is inconsistent with the terms of this contract, the contract terms of this contract shall have priority for interpretation.

8.3 Ovaj ugovor i njegovi dodaci će se smatrati potpunim sporazumom između dve strane i zameniti svaki usmeni ili pismeni sporazum, razumevanje i komunikaciju pre potpisivanja ovog ugovora. Ako dodatak nije u skladu sa uslovima ovog ugovora, ugovorni uslovi ovog ugovora imaju prednost za tumačenje.

8.3 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。

8.3 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.3 Ugovor će biti na snazi nakon što ga potpišu i overe pečatom obe strane, i sve do dana izvršenja svih odredbi ugovora.

Obe strane imaju pravo da raskinu ugovor unapred putem prijateljskih pregovora.

Obe strane su saglasne da će se svi sporovi rešavati pregovorima, au slučaju da se spor ne reši, rešavaće ga Privredni sud u Subotici.

8.4 本合同以中文、英语和塞尔维亚语编写。若条款中三种语言有任何差异，英语具有优先解释权。

8.4 This contract is made in Chinese and English. In the event of any differences among the three languages, the English version shall prevail.

8.4 Ovaj ugovor je sačinjen na kineskom, engleskom i srpskom jeziku. U slučaju bilo kakvih razlika među tri jezika, engleska verzija će imati prednost.

8.5 本合同一式四份，双方各执两份。每份合同具有相同法律效力。

8.5 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

8.5 Ugovor je sačinjen u 4 (četiri) primerka, od kojih je svaka ugovorna strana dobila po dva primerka. Svaki propisno potpisan primerak ovog ugovora proizvodi jednako pravno dejstvo.

附件一：乙方报价

Annex I: Offer provided by Party B

Aneks I: Ponuda od strane B

SHANDONG LUQIAO GROUP CO. LTD  
OGRANAK BEOGRAD-Novi Beograd

ELECTROGROUP ITS DOO  
SOMBOR

甲方签字：

Signed by Party A:



姓名/Name: Wang Yong

日期/Date: 2023.2.5

乙方签字：

Signed by Party B:



姓名/Name: Gorko Vlastić

日期/Date: 2023.2.5

山东省路桥集团有限公司匈塞铁路诺苏段二标项目经理部

## 其他合同结算单 STATEMENT (202302)

供应商 Supplier: ELECTROGROUP ITS DOO SOMBO

项目名称 Project: Electric Power Relocation Service (Km175+700 1kV)

日期 DATE: 16.02.2023

| NO.                                                                              | DESCRIPTION OF WORKS                                                                                                                                                                                  | UNIT          | Completed Quantity | Unit price without VAT (RSD) | Price without VAT (RSD) | Remark |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|------------------------------|-------------------------|--------|
| 1                                                                                | 合同5.1条: 预付款为合同额50%, 即 295,350.00第纳尔。在签署合同后7天内支付。<br>Contract Item 5.1: The advance payment is 50% of the contract amount, namely 295,350.00 dinars. Payment within 7 days after signing the contract. | 项<br>Lump sum | 1                  | 295350.00                    | 295350.00               |        |
| 结算金额小计 Subtotal of settlement amount                                             |                                                                                                                                                                                                       |               |                    |                              | 295350.00               |        |
| 奖励 Award                                                                         |                                                                                                                                                                                                       |               |                    |                              |                         |        |
| 罚款 Amercement                                                                    |                                                                                                                                                                                                       |               |                    |                              |                         |        |
| 其他增加或扣减金额 Other increase or deduction                                            |                                                                                                                                                                                                       |               |                    |                              |                         |        |
| 不含增值税合计 (塞尔维亚第纳尔)<br>Total Amount without VAT (Serbian dinars)                   |                                                                                                                                                                                                       |               |                    |                              | 295350.00               |        |
| 增值税额-塞尔维亚第纳尔 VAT-Serbian Dinar (0%)                                              |                                                                                                                                                                                                       |               |                    |                              | 0.00                    |        |
| 含增值税合计-塞尔维亚第纳尔 (发票金额)<br>Total Amount Include VAT-Serbian Dinar (Invoice amount) |                                                                                                                                                                                                       |               |                    |                              | 295350.00               |        |
| 本期应付金额-塞尔维亚第纳尔<br>Amount payable for the period-Serbian Dinar                    |                                                                                                                                                                                                       |               |                    |                              | 295350.00               |        |

本表一式三份, 经办部门一份, 财务部一份, 供应商一份。

This form is in triplicate, one for the Handling department, one for the Finance Department, and one for the Supplier.

统计 Statistician: 韩开洪

部门负责人 Head of department: 刘军

项目总工 Chief Engineer: 李强

财务 Finance Department: 董召明 代

审核 Reviewer:

项目经理 Project manager: 王娟

供应商 Supplier:

